[Letterhead]

Election Day Voting Place Agreement

Precinct Number _____

This Agreement defines the terms and conditions allowing the Jackson County Board of Elections to use the Premises (hereinafter defined) as an Election Day Voting Place.

1. Parties to the Agreement

Jackson County Board of Elections ("JCBE")
Mailing address:
Phone:
Email:

AND

The Owner as identified in Section 13 (hereinafter "Owner").

2. Voting Place

The property as identified in Section 13 (hereinafter "Premises").

3. Length of Agreement

This Agreement commences on the date signed by both parties and continues until a new agreement is signed, or until notice of cancellation is given by either party with 60 days' written notice. This Agreement automatically renews on an annual basis, from the date of signature below, until notice of termination.

4. Payment for Use

The Owner agrees to donate the use of the premises unless otherwise provided in Section 13.

N.C. Gen. Stat. §163-129(a) specifies:

> [T]he county board of elections shall be entitled to demand and use any school or other State, county, or municipal building, or a part thereof, or any other building, or a part thereof, which is supported or maintained, in whole or in part by or through tax revenues provided, however, that this section shall not be construed to permit any

board of elections to demand and use any tax exempt church property for such purposes without the express consent of the individual church involved, for the purpose of conducting registration and voting for any primary or election, and it may require that the requisitioned premises, or a part thereof, be vacated for these purpose**.**

5. Premises

The Owner agrees that JCBE may use the building(s)/room(s) described in Section 12 for all Primaries, Second Primaries, General Elections and Special Elections prescribed by law.

The Owner agrees not to change the building(s)/ room(s) so designated, except as provided in Section 7 of this Agreement. The dates and times of use of the Premises as a Voting Place are given in the Appendix.

The building(s)/room(s) described in Section 12 shall be used by JCBE as a voting place and be for the **exclusive use of JCBE from 5 p.m. on the day prior to the election** (for poll workers to set up the precinct) until the poll workers have completed the pack up of the precinct on election day. The Owner may engage in its usual and customary use of any other building(s)/room(s) to the extent that this does not impact JCBE's use of the Premises**.**

N.C Gen. Stat. §163-166.3(a): During the time allowed for voting ONLY the following people may enter the voting enclosure: voters (and their minor children), employees of JCBE, poll workers, party appointed observers, and first responders.

The JCBE will deliver the tabulating machine and other equipment to the Premises on the Thursday before election day. If the Owner has special circumstances requiring a later delivery, please indicate this in Section 12. Voting equipment must be kept secure and cannot be moved except by JCBE/or its agents. JCBE will remove all election materials and small voting equipment from inside and outside the premises at the close of election day. Large voting equipment will be removed by the Wednesday after election day. Note, candidates are responsible for the removal of their own campaign signs.

6. Parking

The Owner gives JCBE the right to use the parking spaces on the Premises on a non-exclusive basis. The Owner agrees to ensure that sufficient parking spaces are available for poll workers and voters to allow the effective operation of the Premises as a voting

place. The Owner agrees to ensure all designated disabled parking spaces are available for disabled poll workers or voters.

JCBE agrees to only utilize assigned parking provided by Owner, such as provided parking arrangements also provide space for disabled poll workers or voters.

Owner agrees to provide ____ parking spots to be used by JCBE for the purposes of operating a voter place for the periods outlined in the attached appendix.

7. Changes to Voting Places

N.C. Gen. Stat. § 163-128(a): No changes can be made to a voting place less than 45 days before an election. This includes changes to the building(s) or room(s) inside the building or the entrance(s) and exit(s) thereto. The Owner agrees that no changes will be made to a voting place less than 45 days before the election and the Owner will avoid scheduling any repairs, maintenance or other uses of the premises which would impact JCBE's use of the parking area, building(s), room(s), entrances or exits for an election. The Owner agrees to notify JCBE immediately of any emergency situation which may affect the use of the premises as a voting place. If there is a proposed change in the location of the voting place, the new location must be surveyed by JCBE and found to be compliant with state and federal law before such change is approved.

8. Utilities to be Provided by Facility

For each election, and for the setting-up of the precinct, the Owner agrees to provide basic utilities including water, electricity and electric outlets, internet, lighting, restrooms and garbage containers. JCBE workers will leave restrooms/breakrooms in the same condition as found.

9. Mutual Indemnification

To the extent allowable by North Carolina law, the Parties shall indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inaction of its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party. The Parties agree that nothing in this Agreement constitutes a waiver of sovereign/governmental immunity, and that Jackson County's obligations in this paragraph shall be limited to the extent and manner of recovery pursuant to the County's self-insured claim policies and state law.

10. Government Accounting Standard Board

JCBE and Owner agree to abide by the Government Accounting Standards Board (GASB) lease accounting standards for governments following GASB accounting standards (GASB Lease Rules) issued in June 2017. The Parties acknowledge that GASB § 87 accounting standards will be effective for reporting periods beginning after December 15, 2019. The Parties will also provide a copy of this lease to their respective accounting professionals.

11. Governing Law

This Agreement shall be governed by the laws of the State of North Carolina, and should any claim or dispute arise between the Parties that cannot be resolved amicably, then any action to enforce or interpret its terms shall be brought in the General Court of Justice of Jackson County, North Carolina, which shall have venue and jurisdiction over the subject matter and the Parties. All rights and remedies of County under this Agreement shall be cumulative, and none shall exclude any other rights or remedies allowed by law or by equity. The Parties hereby agree that this paragraph establishes exclusive and sole venue and jurisdiction for any legal proceeding in Jackson County, North Carolina.

12. Signage

Political signs are subject to North Carolina governing sign placement, including but not limited to N.C.G.S. §§ 136-32, 166.4, and 163.129. Parties agree sign placement and removal shall follow the initial paragraph below:

_____
(initial) Private Premises: Jackson County Board of Elections shall ensure that each precinct voting place permits candidates to place and retrieve political advertising at least 36 hours prior to the opening of the voting place and at least 36 hours after the close of the voting place. Any political advertising placed outside the times specified may be removed by the property owner. N.C.G.S. §§ 163.129(d), 166.4(c)(1)-(4).

_____
(initial) Public Premises: Jackson County Board of Elections shall ensure that each precinct voting place permits candidates to place and retrieve political advertising at least 36 hours prior to the opening of the voting place and at

least 36 hours after the close of the voting place. Any political signs remaining 30 days after the election may be deemed abandoned and removed. N.C.G.S. § 136-32(e).

13. PLEASE COMPLETE ALL INFORMATION FULLY

Property Name:
_____(the “Premises”)

Street Address:
_____

Mailing Address *(if different)*
*:*_____

Owner of Property:
_____ (the “Owner”)

Main Contact *(person will provide access to poll workers)*:
_____

Title: _____

Email: _____

Day Time Number: _____

Evening Number: _____

Second Contact: (**REQUIRED**; in event main contact is unavailable)

_____

Day Time Number: _____

Evening Number: _____

Name of building(s)/room(s) to be used by JCBE *(please specify if a different building/room(s) will be allocated based on the type of election)*:

_____

Location to store large voting equipment before the election:

_____

Security code if needed for access/location of keypad:

_____

Use and Access – please check boxes if available

☐ Access to restrooms for VOTERS (access to *restrooms for poll workers is required*)

☐ Access to kitchen/break room for poll workers (this is greatly appreciated where possible)

☐ Tables available – how many and where located

_____

☐ Chairs available – how many and where located

_____

☐ WiFi available for poll workers – network and password

_____

Delivery of Large Voting Equipment – please check one box

☐ Regular Delivery of Voting Equipment on Thursday before election

OR

☐ Special Delivery of Voting Equipment is required on Monday before the election due to special circumstances. See dates in Appendix.

☐ Facility charges a rental fee of $ _____ per election, as negotiated with JCBE. Facilities supported by Jackson County tax revenues may not charge a rental fee – see Section 4.

14. Signatures

The Parties below warrant to each other than the persons signing this Agreement have authority from their respective entities to enter into this Agreement. A copy will be mailed for your records.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

JCBE Print Name:

Title: Director, JCBE

Signature: _____

Date: _____

APPENDIX: Approximate Dates

APPROXIMATE DATES OF ANNUAL ELECTIONS

Municipal Election ONLY precincts

First Primary Election

General Election

Second Primary Election – (**if necessary)**

APPENDIX: DATES FOR _____

PLEASE MARK THESE DATES ON FACILITY'S CALENDAR

Municipal Election ONLY precincts

First Primary Election

General Election

Second Primary Election – (**if necessary)**